

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE 1	OF PAGES 3
2. AMENDMENT/MODIFICATION NO. 0002		3. EFFECTIVE DATE 01/06/2009		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. <i>(If applicable)</i>
6. ISSUED BY FAA William J. Hughes Technical Center Acquisition & Grants Team, AJA-4730 Atlantic City International Airport, NJ 08405				7. ADMINISTERED BY <i>(If other than Item 6)</i> Same as block no. 7.		
8. NAME AND ADDRESS OF CONTRACTOR <i>(No., street, county, State and ZIP Code)</i> All prospective offerors				<input checked="" type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO. DTFACT-09-R-00007	
				9B. DATED <i>(SEE ITEM 11)</i> 01/06/2009		
				<input type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO.	
CODE		FACILITY CODE		<input type="checkbox"/>	10B. DATED <i>(SEE ITEM 13)</i>	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer is ☐ extended ☒ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation on as amended, by one of the following methods:

(a) By completing Item 8 and 15, and returning ____ copies of the amendment; (b) acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hours and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: <i>(Specify authority)</i> THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES <i>(such as changes in paying office, appropriation data, etc.)</i> SET FORTH IN ITEM 14.
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER <i>(Specify type of modification and authority)</i>

E. **IMPORTANT:** Contractor ☐ is not, ☐ is required to sign this document and return ____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

Amendment No. 0002 continues on next page.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER <i>(Type or print)</i>		16A. NAME AND TITLE OF CONTRACTING OFFICER <i>(Type or print)</i>	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ <i>(Signature of person authorized to sign)</i>		BY _____ <i>(Signature of Contracting Officer)</i>	

- a. Part IV – Section L.1, Remove 3.6.2-15 “Evaluation of Compensation for Professional Employees (APR 1996)”
- b. Part IV – Section M.4, Factor 2 (Corporate Experience/Past Experience), 3rd paragraph, ADD the following as the 1st sentence:

“Greater weight will be accorded for experience gained as a prime contractor compared with similar experience gained as a subcontractor.”

- c. Questions and answers as of 01/06/08:

Question #1: Section B.3, last sentence states that the fixed, burdened hourly rate excludes “travel, ODCs (as described in Section G), and associated General and Administrative (G&A) expenses. Can you confirm that you are referring only to the G&A expenses associated with travel and ODCs and not G&A applied as part of normal indirect expenses?”

Answer to #1: The FAA is only referring to G&A expenses associated with travel and ODCs. All other G&A applied as normal indirect expenses should be included in the contractor’s fully burdened labor rates.

Question #2: Will the FAA consider allowing a two page Introduction/Executive summary that is excluded from the Technical Volume page count so that bidders may introduce their proposed team and summarize their proposed approach?

Answer to #2: A two page executive summary will not be evaluated and therefore should not be submitted.

Question #3: Section L.8 indicates that foldouts charts and diagrams may be furnished in Times New Roman with a font size no less than 8 point font and do count against the page limit. Do foldouts count as one page or two pages against the page limitation?

Answer to #3: Foldouts will count as one page, not to exceed 8.5” X 14”

Question #4: An SBA-approved 8(a) Joint Venture between a mentor and its protégé is considered small, per 13 CFR 124.513(b)(3), provided the protégé qualifies as small for the size standard corresponding to the NAICS code. Question: Will the FAA allow this type of Joint Venture to compete?

Answer to #4: The FAA will not allow this type of joint venture unless the mentor is a small business in accordance with the NAICS code of this SIR. The FAA has not set this procurement aside for the “mentor protégé’ program.” Market surveys were conducted on 01/25/2007 and 12/20/2007 and the FAA concluded from the results that adequate competition existed among 8(a) and small businesses. The FAA has considered and rejected the use of the mentor protégé’ program as it would be detrimental to the small business goals and small business community. Therefore, the answer to question #1 in Amendment 0001, outlines the criteria for an approved joint venture under this acquisition.

Question #5: A teammate is currently performing work as a subcontractor under the current SOS contracts and will be competing against teams that will include the current SOS prime contractors. For that reason, we believe it may be difficult to receive an unbiased Customer Evaluation response from the current primes. Can a Customer Evaluation Form be sent and evaluated by the government rather than the prime if the citation is for work being performed on the incumbent SOS contracts?

Answer to #5: No. The requirement exists as stated in the SIR.

Question #6: The SIR, page 66, the first paragraph under Factor 2: Corporate

Experience/Past Performance states that there is a 7 page limit for this factor. Is that limit inclusive of all past performance references submitted, or is the limit per past performance reference?

Answer to #6: The page limit is inclusive of all past performance references. The contract performance information forms identified in Section J do not count against the 7 page limit.

Question #7: Is it permitted to include attachments/appendices to Volume I, Technical that would not count against the total page limit for the document in much the same fashion that the Letter of Commitment is excluded in the first paragraph under M.4, Factor 3: Key Personnel?

Answer to #7: Attachments/Appendices to Volume I – Technical, that are in excess of the page limitation are not permitted.

d. The due date for the receipt of proposals remains unchanged at 1/28/09, by 2:00PM local time.